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## AGREEMENT ON ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This Agreement, effective as of November 1, 1999, is made by and between Dr. Marek Kwiatkowski, 500815-2133, an individual residing at Lövsångarvägen 17, SE-756 52 Uppsala, Sweden (hereinafter referred to as "Inventor") and Dr. Ulf Landegren, 520608-1217, an individual residing at Norra Parkvägen 29, SE-756 45 Uppsala, Sweden (hereinafter referred to as "Landegren").

### RECITALS

WHEREAS, Inventor and Landegren together with Dr. Mats Nilsson, 690822-3552, have jointly participated in the development of the invention described in US Patent No. 5 871 921 and WO 9322623, titled "Method and reagent for detecting specific nucleotide sequences. Circularizing nucleic acid probe able to interlock with a target sequence through catenation" (hereinafter referred to as "the Patent Rights"); and

WHEREAS, Landegren is willing to take full responsibility for all costs associated with the prosecution and maintenance of the Patent Rights, in return for the undivided title and ownership to the Patent Rights, including all subsequent intellectual property rights relating thereto, and the Inventor is willing to assign his part in such title and ownership to the Patent Rights to Landegren; and

IN CONSIDERATION of the above recitals and the mutual covenants and obligations set forth herein, the parties agree as follows:

#### 1. ASSIGNMENT

The Inventor hereby sells, transfers and assigns, and Landegren purchases, accepts and assumes all the Inventor's proprietary rights, title and interest in the Patent Rights. The Inventor agrees to execute all documents which may be required by Landegren for the purpose of making the assignment of the Patent Rights effective.

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**2. COMPENSATION**

In consideration of the assignment of the Patent Rights Landegren shall pay to the Inventor an agreed upon purchase price of SEK 1 at the signing of this Agreement. Furthermore, Landegren shall bear all costs associated with the prosecution and maintenance of the Patent Rights previously incurred as well as any costs of a similar nature arising after the signing of this Agreement.

**3. INDEMNITY**

Landegren assumes the full responsibility for his use of the Patent Rights and shall defend, indemnify and hold the Inventor harmless from and against all liability, demands, damages, expenses and losses for death, personal injury, illness or property damage, or any other injury or damage arising out of Landegren's use of the IPR or the preparation of, use or sale of products based thereon.

**4. ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties hereto, pertaining to the subject matter hereof and supersedes all prior and contemporary agreements, except those contemplated hereunder or not inconsistent herewith.

**5. GOVERNING LAW AND DISPUTES**

This agreement shall in all respects be governed by and construed in accordance with Swedish law.

IN WITNESS WHEREOF, the parties hereto have caused their respective duly authorized representatives to execute this Agreement the day and year first above written.

**ULF LANDEGREN****MAREK KWIAŃKOWSKI**

VERSON, DEC 20, 1995

Uppisala 99 12 08



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RECORDED: 09/05/2003

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To the Honorable Commission of Patents and

original documents or copy thereof.

1. Name of conveying party(ies):

Marek Kwiatkowski

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Other

Execution Date: 11/08/1999

2. Name and address of receiving party(ies)

Name: Ulf Landegren

Internal Address:

Street Address: Norrs Parkvägen 29

City: Uppsala Country Sweden ZIP: SE-756 45

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

5,871,921

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniel M. Becker

Internal Address:

Street Address: Fish & Neave

1251 Avenue of the Americas

City: New York State: NY ZIP: 10020

6. Total number of applications and patents involved:

1

7. Total fee (37 CFR 3.41).....\$ 40.00

☒ Enclosed

☒ Additional fees are authorized to be charged to deposit account

8. Deposit account number:

06-1075

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Daniel M. Becker

Name of Person Signing

Reg. No. 38,376

Signature

Date

29 AUG 2003

Total number of pages including cover sheet, attachments, and document:

3

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